Loan Agreement
(Additional Loan for Emergency Operation for Development Project)

between

REPUBLIC OF IRAQ

and

INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT
LOAN AGREEMENT

AGREEMENT dated as of the Signature Date between REPUBLIC OF IRAQ ("Borrower") and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("Bank") for the purpose of providing additional financing for the Original Project (as defined in the Appendix to this Agreement). The Borrower and the Bank hereby agree as follows:

ARTICLE I—GENERAL CONDITIONS; DEFINITIONS

1.01. The General Conditions (as defined in the Appendix to this Agreement) apply to and form part of this Agreement.

1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in the Appendix to this Agreement.

ARTICLE II—LOAN

2.01. The Bank agrees to lend to the Borrower the amount of four hundred million Dollars ($400,000,000), as such amount may be converted from time to time through a Currency Conversion ("Loan"), to assist in financing the project described in Schedule 1 to this Agreement ("Project").

2.02. The Borrower may withdraw the proceeds of the Loan in accordance with Section III of Schedule 2 to this Agreement.

2.03. The Front-end Fee is one quarter of one percent (0.25%) of the Loan amount.

2.04. The Commitment Charge is one quarter of one percent (0.25%) per annum on the Unwithdrawn Loan Balance.

2.05. The interest rate is the Reference Rate plus the Variable Spread or such rate as may apply following a Conversion; subject to Section 3.02(e) of the General Conditions.

2.06. The Payment Dates are May 15 and November 15 in each year.

2.07. The principal amount of the Loan shall be repaid in accordance with Schedule 3 to this Agreement.
ARTICLE III — PROJECT

3.01. The Borrower declares its commitment to the objective of the Project. To this end, the Borrower shall carry out the Project in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement.

ARTICLE IV — EFFECTIVENESS

4.01. The Effectiveness Deadline is the date ninety (90) days after the Signature Date.

ARTICLE V — REPRESENTATIVE; ADDRESSES

5.01. The Borrower’s Representative is its minister responsible for finance.

5.02. For purposes of Section 10.01 of the General Conditions:

(a) the Borrower’s address is:

Ministry of Finance
Hay Alaloom
Bab Al Mu’dham
Baghdad, Iraq; and

(b) the Borrower’s Electronic Address is:

E-mail: s.hadeethi@mof.gov.iq

5.03. For purposes of Section 10.01 of the General Conditions:

(a) the Bank’s address is:

International Bank for Reconstruction and Development
1818 H Street, N.W.
Washington, D.C. 20433
United States of America; and

(b) the Bank’s Electronic Address is:

Telex: 248423(MCI) or 64145(MCI)
Facsimile: 1-202-477-6391
E-mail: idajani@worldbank.org
AGREED as of the Signature Date.

REPUBLIC OF IRAQ

By

[Signature]

Authorized Representative

Name: [Name]
Title: [Title]
Date: [Date]

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

By

[Signature]

Authorized Representative

Name: [Name]
Title: [Title]
Date: [Date]
SCHEDULE 1

Project Description

The objective of the Project is to support the Borrower in the reconstruction of damaged infrastructure and the restoration of public services delivery in Targeted Municipal Areas.

The Project consists of the Original Project as amended below:

**Part 1: Restoring Electricity Infrastructure and Connectivity**

(a) Scaling up acquisition of equipment for the repair and reconstruction of damaged electricity distribution and transmission infrastructure in Selected Areas ("Electricity Subprojects").

(b) Supporting in Selected Areas: (i) emergency electricity services generated from the private sector; and (ii) feasibility assessments on long term electricity generation and distribution services by private operators and on solar market development with a view to promoting use of renewable energy resources.

(c) Expanding access to electricity in Selected Areas through: (i) service contracts with private operators; and (ii) through acquisition and installation of solar photovoltaic systems.

(d) Providing support to the PMT of MoE for implementation, supervision and management of activities (including safeguards, procurement, financial management, communication, and monitoring and evaluation), and Operating Costs under this Part of the Project.

**Part 2: Restoring Municipal Waste, Water and Sanitation Services**

(a) Scaling up development and implementation of the repair, reconstruction and rehabilitation of water, wastewater, and solid waste services infrastructure in Selected Areas ("Water and Sanitation Subprojects"), including the provision of different types of goods for water, waste water and municipal authorities to assist the operations and maintenance departments and improve the quality of submitted services to the Targeted Municipal Areas.

(b) Providing support to the PMT of the Strategic Management Unit of the MoCHMPW for implementation, supervision and management of activities (including safeguards, procurement, financial management, communication, and monitoring and evaluation), and Operating Costs under this Part of the Project.
Part 3: Restoring Transport Infrastructure and Services

(a) Transport Infrastructure (Roads and Bridges)

(i) Scaling up development and implementation of the repair, reconstruction and rehabilitation of transport infrastructure (including road assets and bridges) in Selected Areas ("Transport Infrastructure Subprojects"), including the preparation of detailed plans, designs and bidding documents.

(ii) Providing support to the PMT of the Road and Bridges Directorate of the MoCHMPW for the implementation, supervision and management of activities (including safeguards, procurement, financial management, communication, and monitoring and evaluation), and Operating Costs under this Part of the Project.

(b) Transport Services (Civil Aviation, Railways, and Public Transport)

(i) Preparation of studies, including feasibility studies, for the reconstruction, operation and maintenance of Mosul Airport, railways and public transport terminals under a public-private partnership scheme.

(ii) Restoration of public transport terminals.

(iii) Providing support to the PMT of the MoT for the implementation, supervision and management of activities (including safeguards, procurement, financial management, communication, and monitoring and evaluation), and Operating Costs under this Part of the Project.

Part 4: Restoring Health Services

(a) Acquisition of mobile clinics, medical equipment and ambulances in Targeted Municipal Areas through the PMT of the MoH.

(b) Supporting the repair and reconstruction of damaged hospitals and clinics through the PMT of the Public Building Directorate of the MoCHMPW.

(c) Providing support to: (i) the PMT of the MoH; and (ii) the PMT of the Public Building Directorate of the MoCHMPW for the implementation, supervision and management of activities (including safeguards, procurement, financial management, communication, and monitoring and evaluation), and Operating Costs under this Part of the Project.
Part 5: Technical Assistance

(a) Supporting the updating of the General Framework of the National Recovery and Reconstruction Framework for Iraq.

(b) Developing and implementing a strategy for the sustainable management of physical cultural resources, through: the carrying out of a damage assessment and identification of priority interventions; development of a reconstruction and restoration strategy; and design and preparation for the establishment of a fund to support the management of physical cultural resources.

Part 6: Project Management, Sensitization, and Communications, and Monitoring and Evaluation

(a) Providing technical assistance to the PCU for the design of a scheme for the provision of housing reconstruction subsidies (the “Housing Reconstruction Subsidy Scheme”).

(b) Developing a digital platform for data collection, analysis and information sharing to strengthen the Borrower’s capacity for planning, implementation, supervision and monitoring of various recovery and peacebuilding activities.

Part 7: Restoring Agriculture Productivity

(a) (i) Provision and distribution of agriculture starter packages to agricultural producers and various CPGs, targeted beneficiaries shall be identified pursuant to the criteria set forth in the PIM; and (ii) supporting establishment and operationalization of said CPGs.

(b) Supporting the repair, reconstruction and rehabilitation of key agricultural knowledge and service centers such as warehouses, veterinary centers, certified seed multiplication and processing facilities in Selected Areas (“Agriculture Subprojects”).

(c) Supporting the improvement of access for farmers, farmer groups and agricultural input dealers to technical knowledge, services and technologies, through: (i) acquisition and distribution of farm input vouchers to said farmers and farmer groups; (ii) development of networks of agricultural input dealers; and (iii) facilitation of agricultural input dealers’ access to credit and national and international market information.

(d) Providing support to the PMT of MoA for the implementation, supervision and management of activities (including safeguards, procurement, financial management, communication, monitoring and evaluation), and Operating Costs under this Part of the Project.
Part 8. Emergency Repair of Water Control Infrastructure and Irrigation Schemes

(a) (i) Supporting repairs of water control infrastructure, including but not limited to, the Falluja barrage, and Irrigation Schemes; and (ii) rebuilding offices of the MoWR and provision of goods and equipment.

(b) Providing support to the PMT of MoWR for the implementation, supervision and management of activities (including safeguards, procurement, financial management, communication, monitoring and evaluation, and consulting services), and Operating Costs under this Part of the Project.

Part 9. Restoring Education Services

(a) Supporting the repair, reconstruction, rehabilitation, upgrading, and equipping primary schools, secondary schools, vocational training schools, and other educational infrastructure in Selected Areas (“Education Subprojects”).

(b) Developing a detailed study followed by implementation of teacher and school leader training and support programs, in particular: (i) provision of training to teachers and school administrators focusing on pedagogical skills, psychosocial and emotional support; (ii) recruitment and provision of training to women to serve as school-community liaisons in various communities; (iii) supporting inclusive participation of community members in recreational and cultural activities in schools; and (iv) recruitment, provision of training and deployment of teacher aides to various schools.

(c) Support the: (i) development and implementation of short term courses for out of school youth; (ii) development of education sector plans in select governorates on a pilot basis; and (iii) carrying out of selected studies in the education sector.

(d) Providing support to the PMT of the MoEd for implementation, supervision and management of activities (including safeguards, procurement, financial management, communication, and monitoring and evaluation), and Operating Costs under this Part of the Project.

Part 10. Restoring Basic Municipal Infrastructure and Services and Preserving Cultural Heritage Assets

(a) Supporting the restoration of basic urban services in the Targeted Municipal Areas (“Municipal Subprojects”) of the Governorates of: (i) Al Anbar, (ii) Diyala, (iii) Ninawa, and (iv) Salah Ad-Din.

(b) Piloting conservation, rehabilitation and restoration of selected cultural heritage assets in Mosul’s historic center in the Governorate of Ninawa in close coordination with all government, non-government organizations and national and international entities specialized in this field.
(c) Supporting the development of a pilot for the planning and design of infrastructure development at the governorate level of the Governorates of: (i) Al Anbar, (ii) Diyala, (iii) Ninawa, and (iv) Salah Ad-Din.

(d) Providing support for implementation, supervision and management of activities (including safeguards, procurement, financial management, communication, and monitoring and evaluation), and incremental Operating Costs under this Part of the Project to the PMTs of the Governorates of: (i) Al Anbar, (ii) Diyala, (iii) Ninawa, and (iv) Salah Ad-Din.
SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. Project Coordinating Unit. The Borrower shall maintain, throughout the period of implementation of the Project, a Project Coordination Unit for the Reconstruction Fund under the Council of Ministers, with composition, terms of reference and resources satisfactory to the Bank. The PCU shall be responsible for, inter alia: coordination and facilitation of Project implementation (including among the PMTs), and providing overall strategy, guidance, and monitoring and evaluation for the Project.

2. Project Management Teams

(a) The Borrower shall establish, by no later than October 31, 2017, a Project Management Team within each Participating Ministry that was not involved in the Original Project.

(b) The Borrower shall maintain throughout the period of implementation of the Project, a Project Management Team within each Participating Ministry, under the direction of qualified management provided with sufficient resources, and staffed with competent technical and other personnel in adequate numbers including, among others, an engineer, an environmental specialist, a social specialist, financial management specialist, and a procurement specialist, in each case with qualifications, experience and under terms of reference satisfactory to the Bank.

(c) Each such PMT shall be responsible for, inter alia: identification and implementation of Project activities and Subprojects; project management and planning; fiduciary and safeguards management; and reporting for its respective Part of the Project.

3. Participating Governorates

(a) Without limitation upon the provisions of paragraphs 1 and 2 of this Section I.A, the Borrower shall designate, at all times during the implementation of the Project, the respective Participating Governorates, to be responsible for, inter alia: identification, implementation and supervision of Project activities and Subprojects within their respective jurisdictions, all in accordance with the provisions of the PIM. The Borrower shall cause to be taken all actions including the provision of
funding, personnel and other resources to enable said Participating Governorates to implement said Project activities and Subprojects.

(b) To this end, the Borrower shall cause each Participating Governorate to establish, by no later than October 31, 2017, and thereafter maintain throughout the period of implementation of the Project, a Project Management Team, under the direction of qualified management provided with sufficient resources, and staffed with competent technical and other personnel in adequate numbers including, among others, an engineer, an environmental specialist, a social specialist, financial management specialist, and a procurement specialist, in each case with qualifications, experience and under terms of reference satisfactory to the Bank.

B. Project Implementation Manual

1. The Borrower shall, by no later than October 31, 2017, update and adopt the PIM, in form and substance satisfactory to the Bank.

2. The Borrower shall, and shall cause each Participating Ministry and each Participating Governorate to: (a) carry out the Project in accordance with the PIM, and in a manner satisfactory to the Bank; and (b) not amend, revise or waive, nor allow to be amended, revised, or waived, the provisions of the PIM or any part thereof without the prior written agreement of the Bank.

3. In the event of any inconsistency between the PIM and this Agreement, the provisions of this Agreement shall prevail.

C. Subprojects

1. The Borrower shall, through the PMTs, select Subprojects for financing under the Project in accordance with eligibility criteria and procedures satisfactory to the Bank and further elaborated in the PIM, which shall include the following:

   (a) No proposed Subproject shall be eligible for financing unless the Borrower shall have determined, on the basis of an appraisal carried out in accordance with guidelines satisfactory to the Bank and elaborated in the PIM, that the proposed Subproject has fulfilled the requirements of the PIM and any applicable Safeguard Instrument.

   (b) Without limitation on the foregoing, if, pursuant to the ESMF and/or RPF, one or more Safeguard Instruments for the Subproject are required, such proposed Subproject shall not be eligible for financing under the Project until such Safeguard Instruments have been prepared and approved by the Bank and all measures required to be carried out in accordance with
Section I.E of this Schedule prior to commencement of the activities covered by the Safeguard Instruments have been carried out.

D. Housing Reconstruction Subsidy Scheme

The Borrower shall: (a) prepare and furnish to the Bank, for its review and comment, a draft of the Housing Reconstruction Subsidy Scheme, and afford the Bank a reasonable opportunity to exchange views with the Bank on said draft Scheme; and (b) thereafter, ensure that said Scheme is finalized and adopted, in form and substance satisfactory to the Bank.

E. Safeguards

1. The Borrower shall implement the Project in accordance with the Safeguard Instruments, and shall not amend, suspend, abrogate, repeal or waive any provision of any of the Safeguard Instruments, without the prior written approval of the Bank and subject to compliance with applicable consultation and public disclosure requirements of the Bank.

2. The Borrower shall ensure that adequate information on the implementation of the Safeguards Instruments is suitably included in the Project Reports referred to in Section II of this Schedule, including details of: (a) measures taken in furtherance of the Safeguards Instruments; (b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of the Safeguards Instruments; and (c) remedial measures taken or required to be taken to address such conditions.

3. The Borrower shall ensure that: (a) all measures identified and described in the Safeguards Instruments are taken in a timely manner; and (b) that the tender documents and each contract for all civil works to be carried out under the Project includes the obligation of the relevant contractor to comply with the relevant Safeguards Instruments applicable to such civil works commissioned or awarded pursuant to said contract.

4. Without limitation upon the foregoing, the Borrower shall:

(a) prior to commencing any civil works for any activity under the Project and when required under the ESMF, prepare, adopt and disclose appropriate ESIA(s), ESMP(s) and/or MWMP(s), as applicable, in accordance with the ESMF, such ESIA(s), ESMP(s), and MWMP(s) to be in form and substance satisfactory to the Bank;

(b) prior to commencing any civil works for any activity under the Project and when required under the ESIA(s), ESMPs, the RAPs, PMPs and the MWMPs, carry out specific public consultation in form and in substance satisfactory to the Bank;
(c) prior to commencing any civil works for any activity under the Project involving involuntary resettlement or involuntary acquisition of land, prepare, adopt, disclose and implement appropriate RAP or RAPs, as the case may be, for compensation or resettlement, in accordance with the RPF, such RAP or RAPs to be in form and substance satisfactory to the Bank; and

(d) prior to commencing any activity under the Project involving the use of pesticides and when required under the ESMF, prepare, adopt and disclose appropriate PMP(s) in accordance with the ESMF, such PMP(s) to be in form and substance satisfactory to the Bank.

5. In the event that any provision of the Safeguards Instruments shall conflict with any provision under this Agreement, the terms of this Agreement shall prevail.

6. The Borrower shall: (a) maintain throughout the period of implementation of the Project, a grievance redress mechanism, satisfactory to the Bank, for the management of complaints related to the Project; and (b) ensure that adequate measures, satisfactory to the Bank, are put in place to ensure that all aspects of Project implementation are carried out in an inclusive, non-discriminatory and participatory manner.

7. The Borrower shall ensure that all terms of reference for any technical assistance and studies to be carried out under the Project are prepared in form and substance satisfactory to the Bank and taking into account appropriate environmental and social safeguards measures.

8. The Borrower shall ensure that any area in which any civil works under the Project will be implemented has been cleared of Explosive Remnants of War, and to that end, prior to commencing any civil works for any activity under the Project, the Borrower shall provide a confirmation, in form and substance satisfactory to the Bank, that the area in which such civil works will be implemented has been declared safe and clear of Explosive Remnants of War.

Section II. Project Monitoring Reporting and Evaluation

The Borrower shall furnish to the Bank each Project Report not later than forty-five (45) days after the end of each calendar quarter, covering the calendar quarter.

Section III. Withdrawal of Loan Proceeds

A. General

Without limitation upon the provisions of Article II of the General Conditions and in accordance with the Disbursement and Financial Information Letter, the Borrower may
withdraw the proceeds of the Loan to: (a) finance Eligible Expenditures; and (b) pay:
(i) the Front-end Fee; and (ii) each Interest Rate Cap or Interest Rate Collar premium; in
the amount allocated and, if applicable, up to the percentage set forth against each Category
of the following table:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Loan Allocated (expressed in USD)</th>
<th>Percentage of Expenditures to be financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, Works, Non-Consulting Services, Consulting Services, Operating Costs, Training and Workshops for Part 1 of the Project.</td>
<td>45,000,000</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Goods, Works, Non-Consulting Services, Consulting Services, Operating Costs, Training and Workshops for Part 2 of the Project.</td>
<td>40,000,000</td>
<td>100%</td>
</tr>
<tr>
<td>(3) Goods, Works, Non-Consulting Services, Consulting Services, Operating Costs, Training and Workshops for Part 3(a) of the Project.</td>
<td>105,000,000</td>
<td>100%</td>
</tr>
<tr>
<td>(4) Goods, Works, Non-Consulting Services, Consulting Services, Operating Costs, Training and Workshops for Part 3(b) of the Project.</td>
<td>5,000,000</td>
<td>100%</td>
</tr>
<tr>
<td>(5) Goods, Non-Consulting Services, Consulting Services, Operating Costs, Training and Workshops for Part 4 of the Project.</td>
<td>0</td>
<td>100%</td>
</tr>
<tr>
<td>(6) Goods, Non-Consulting Services, Consulting Services, and Training and Workshops for Parts 5 and 6 of the Project.</td>
<td>0</td>
<td>100%</td>
</tr>
<tr>
<td>(7) Goods, Works, Non-Consulting Services, Consulting Services, Operating Costs and Training and Workshops for Part 7 of the Project.</td>
<td>30,000,000</td>
<td>100%</td>
</tr>
<tr>
<td>No.</td>
<td>Description</td>
<td>Amount</td>
</tr>
<tr>
<td>-----</td>
<td>------------------------------------------------------------------------------</td>
<td>------------</td>
</tr>
<tr>
<td>(8)</td>
<td>Goods, Works, Non-Consulting Services, Consulting Services, Operating Costs and Training and Workshops for Part 8 of the Project.</td>
<td>30,000,000</td>
</tr>
<tr>
<td>(9)</td>
<td>Goods, Works, Non-Consulting Services, Consulting Services, Operating Costs and Training and Workshops for Part 9 of the Project.</td>
<td>35,000,000</td>
</tr>
<tr>
<td>(10)</td>
<td>Goods, Works, Non-Consulting Services, Consulting Services, Operating Costs and Training and Workshops for Part 10 (a)(i), 10(c)(i), and 10(d)(i) of the Project.</td>
<td>20,000,000</td>
</tr>
<tr>
<td>(11)</td>
<td>Goods, Works, Non-Consulting Services, Consulting Services, Operating Costs and Training and Workshops for Parts 10 (a)(ii), 10(c)(ii), and 10(d)(ii) of the Project.</td>
<td>10,000,000</td>
</tr>
<tr>
<td>(12)</td>
<td>Goods, Works, Non-Consulting Services, Consulting Services, Operating Costs and Training and Workshops for Parts 10 (a)(iii), 10(b), 10(c)(iii), and 10(d)(iii) of the Project.</td>
<td>20,000,000</td>
</tr>
<tr>
<td>(13)</td>
<td>Goods, Works, Non-Consulting Services, Consulting Services, Operating Costs and Training and Workshops for Parts 10 (a)(iv), 10(c)(iv), and 10(d)(iv) of the Project.</td>
<td>10,000,000</td>
</tr>
<tr>
<td>(14)</td>
<td>Unallocated.</td>
<td>49,000,000</td>
</tr>
<tr>
<td>(15)</td>
<td>Front-End Fee.</td>
<td>1,000,000</td>
</tr>
</tbody>
</table>

Amount payable pursuant to Section 2.03 of this Agreement in accordance with Section 2.07(b) of the General Conditions
<table>
<thead>
<tr>
<th>(16) Interest Rate Cap or Interest Rate Collar Premium.</th>
<th>0</th>
<th>Amount due pursuant to Section 4.05(c) of the General Conditions</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL AMOUNT</td>
<td>400,000,000</td>
<td></td>
</tr>
</tbody>
</table>

B. Withdrawal Conditions; Withdrawal Period.

1. Notwithstanding the provisions of Part A above, no withdrawal shall be made for payments made prior to the Signature Date.

2. The Closing Date is December 31, 2022.
SCHEDULE 3

The following table sets forth the Principal Payment Dates of the Loan and the percentage of the total principal amount of the Loan payable on each Principal Payment Date ("Installment Share").

<table>
<thead>
<tr>
<th>Principal Payment Date</th>
<th>Installment Share</th>
</tr>
</thead>
<tbody>
<tr>
<td>On each May 15 and November 15, beginning November 15, 2022 through May 15, 2032.</td>
<td>5%</td>
</tr>
</tbody>
</table>
APPENDIX

Definitions

1. "Affected Person" means a person who as a result of: (a) the involuntary taking of land under the Project is affected in any of the following ways: (i) relocation or loss of shelter; (ii) loss of assets or access to assets; or (iii) loss of income sources or means of livelihood, whether or not the affected person must move to another location; or (b) the involuntary restriction of access to legally designated parks and protected areas suffers adverse impacts on his or her livelihood.

2. "Agriculture Subprojects" means subprojects referred to in Part 7(b) of the Project.

3. "Anti-Corruption Guidelines" means, for purposes of paragraph 5 of the Appendix to the General Conditions, the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 and revised in January 2011 and as of July 1, 2016.

4. "Category" means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.

5. "Council of Ministers" means the Borrower's Council of Ministers, or any successor thereto.

6. "CPGs" means the community production groups of agricultural producers formed by local communities and referred to in Part 7(a) the Project.

7. "Education Subprojects" means subprojects referred to in Part 9(a) of the Project.

8. "Electricity Subprojects" means subprojects referred to in Part 1 of the Project.

9. "Environmental and Social Impact Assessment" or "ESIA" means an environmental and social impact assessment or a limited environmental and social impact assessment to be prepared by the Borrower pursuant to the ESMF, in each case identifying and assessing the potential environmental and social impacts of a proposed Project activity; and "ESIAs" means more than one such ESIA, as such ESIAs may be amended from time to time with the prior written agreement of the Bank.

10. "Environmental and Social Management Framework" or "ESMF" means the environmental and social management framework of the Borrower dated September 20, 2017, setting forth the modalities for environmental and social screening for the Project, and outlining environmental and social implementation, mitigation and monitoring measures and procedures, including procedures for the management of chance finds of physical cultural resources, measures for selecting pesticides and the preparation and implementation of ESIAs, ESMPs and PMP(s)
if required; as such ESMF may be amended from time to time with the prior written agreement of the Bank.

11. "Environmental and Social Management Plan" or "ESMP" means an environmental and social management plan or a limited environmental and social management plan to be prepared by the Borrower pursuant to the ESMF, in each case setting forth appropriate mitigation, monitoring and institutional measures designed to mitigate the potential adverse environmental and social impacts of a proposed Project activity; and "ESMPs" means more than one such ESMP, as such ESMPs may be amended from time to time with the prior written agreement of the Bank.

12. "Explosive Remnants of War" means explosive remnants of war, including but not limited to, unexploded ordnance, improvised explosive devices and landmines.


15. "Governorates" means the Borrower’s administrative governorates where the Targeted Municipal Areas are located.

16. "Housing Reconstruction Subsidy Scheme" means the scheme to be developed by the Borrower referred to in Part 6(a) of the Project and Section I.D of Schedule 2 to this Agreement.

17. "Irrigation Schemes" means irrigation headworks, main canals, pumping stations, and wells in Selected Areas referred to in Part 8(a)(i) of the Project.

18. "MoA" means the Borrower’s Ministry of Agriculture, or any successor thereto.

19. "MoCHMPW" mean the Borrower’s Ministry of Construction, Housing, Municipalities and Public Works, or any successor thereto, composed of the Roads and Bridges Directorate, the Public Buildings Directorate, and the Strategic Management Unit.

20. "MoE" means the Borrower’s Ministry of Electricity, or any successor thereto.


22. "MoH" mean the Borrower’s Ministry of Health, or any successor thereto.
23. "MoT" means the Borrower's Ministry of Transport, or any successor thereto.


25. "Minor Civil Works" means small scale civil works with low environmental and social impacts, required to effect minor repairs to roads, water distribution networks, and electricity distribution networks.

26. "Municipal Subprojects" means subprojects referred to in Part 10(a) of the Project.

27. "MWMP" means a medical waste management plan to be prepared by the Borrower pursuant to the ESMF, setting forth the measures to be taken for the management and safe handling of medical waste; and "MWMPs" means more than one such MWMP, as such MWMPs may be amended from time to time with the prior written agreement of the Bank.

28. "Operating Costs" means the incremental and reasonable costs incurred by the PCU and the PMTs on account of Project implementation including costs for communication; translation and interpretation; printing; advertising; office supplies; banking charges; Project related travel (including per diems, accommodation and transportation); vehicle rental and fuel; postal fees; Minor Civil Works including mechanical and electrical works; for PMTs offices, and other miscellaneous costs directly associated with Project implementation subject to approval by the Bank, but excluding salaries and allowances of the Borrower's civil servants or other regular government staff.

29. "Original Project" means the Emergency Operation for Development Project, Loan Number 8520-IQ.

30. "Participating Governorates" means Al Anbar, Diyala, Ninawa and Salah Ad-Din, and such other governorate as may be agreed upon by the Borrower and the Bank.

31. "Participating Ministries" means MoA, MoCHMPW, MoE, MoEd, MoH, MoT, and MoWR.

32. "Pest Management Plan" or "PMP" means a Pest Management Plan to be prepared pursuant to the requirements of the ESMF.

33. "Procurement Regulations" means, for purposes of paragraph 85 of the Appendix to the General Conditions, the "World Bank Procurement Regulations for Borrowers under Investment Project Financing", dated July 1, 2016.

34. "Project Coordination Unit" and "PCU" mean the Borrower's Project coordination unit, referred to in Section I.A.1 of Schedule 2 to this Agreement.
35. “Project Implementation Manual” and “PIM” mean the Project implementation manual, to be prepared and adopted by the Borrower pursuant to Section 1.B of Schedule 2 to this Agreement.

36. “Project Management Team” and “PMT” mean a Project management team to be established by the Borrower pursuant to Section I.A.2 of Schedule 2 to this Agreement; and “Project Management Teams” and “PMTs” means two or more such teams.

37. “Reconstruction Fund” means the Borrower’s Reconstruction Fund for Areas Affected by Terroristic Operations, established and operating pursuant to Article 28 of the General Federal Budget Law for Fiscal Year 2015, Law No. 2 of 2015, of the laws of the Borrower; or any successor thereto.

38. “Resettlement Action Plan” or “RAP” means a resettlement action plan or abbreviated resettlement action plan to be prepared by the Borrower pursuant to the RPF, describing, for a proposed Project activity, the compensation and other resettlement assistance to be provided, consultation to be conducted with Affected Persons about acceptable alternatives, institutional responsibilities for the implementation, procedures for grievance redress, and arrangements for monitoring and evaluation; and “RAPs” means more than one such RAP, as such RAPs may be amended from time to time with the prior written agreement of the Bank.

39. “Resettlement Policy Framework” or “RPF” means the resettlement policy framework to be prepared by the Borrower in accordance with Section I.E.2 of Schedule 2 to this Agreement, setting forth the guidelines, procedures, timetables and other specifications for the provision of compensation, rehabilitation and resettlement assistance to Affected Persons, and for the preparation and implementation of RAPs; as such RPF may be amended from time to time with the prior written agreement of the Bank.

40. “Safeguard Instruments” means the following: ESIA, ESMF, ESMP, RAP and RPF.

41. “Selected Areas” means the areas selected for various project activities in accordance with criteria set forth in the PIM and satisfactory to the Bank.

42. “Signature Date” means the later of the two dates on which the Borrower and the Bank signed this Agreement and such definition applies to all references to “the date of the Loan Agreement” in the General Conditions.

43. “Subprojects” means, collectively, Agriculture Subprojects, Education Subprojects, Irrigation Schemes, Electricity Subprojects, Municipal Subprojects, Water and Sanitation Subprojects, and Transport Infrastructure Subprojects.
44. “Targeted Municipal Areas” means the cities of Tikrit, Dour, Al-Alam and Al-Dalooyya located in the Salah Al-Din Governorate, and Jalula, As-Sadiya and Al-Aazeem in Diyala Governorate, and other municipalities in Salah Ad-Din Governorate, Al Anbar Governorate and Ninawa Governorate all within the territory of the Borrower, and any other areas as may be agreed to by the Borrower and the Bank from time to time.

45. “Training and Workshops” means the reasonable costs of training, seminars, workshops, conferences and study tours, including: (a) the fees of training institutions and courses; (b) domestic and international travel costs, lodging costs, and subsistence/per diem allowances for both trainers and trainees; (c) the rental of training facilities; and (d) preparation, purchase or reproduction of training materials.

46. “Transport Infrastructure Subprojects” means subprojects referred to in Part 3(a) of the Project.

47. “Water and Sanitation Subprojects” means subprojects referred to in Part 2(a) of the Project.